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24 UNITED STATES DISTRICT COURT
25 CENTRAL DISTRICT OF CALIFORNIA

26 YAN DONG, SARA HADI, and JUN
27 IMAIZUMI, individually and on behalf
28 of all others similarly situated,

Plaintiffs,

v.

TOYOTA MOTOR SALES U.S.A.,
INC., a California corporation;
TOYOTA MOTOR NORTH
AMERICA, INC., a California
corporation,

Defendants.

Case No. 2:23-cv-09613-JLS-SSC

**~~[PROPOSED]~~ STIPULATED
PROTECTIVE ORDER¹**

Magistrate Judge: Hon. Stephanie S.
Christensen

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Stephanie S. Christensen's Procedures as of July 24, 2023.

1 Plaintiffs Yan Dong, Sara Hadi and Jun Imaizumi (“Plaintiffs”) and
2 Defendants Toyota Motor Sales, U.S.A, Inc. and Toyota North America, Inc.
3 (collectively “Toyota”), by and through their respective counsel, and pursuant to Rule
4 26(c) of the Federal Rules of Civil Procedure, hereby stipulate and agree to the terms
5 of this Stipulated Protective Order (hereinafter “Protective Order” or “Order”).
6

7 **1. INTRODUCTION**

8 1.1 Purposes and Limitations. Discovery in this action is likely to involve
9 production of confidential, proprietary, or private information for which special
10 protection from public disclosure and from use for any purpose other than
11 prosecuting this litigation may be warranted. Accordingly, the parties hereby
12 stipulate to and petition the court to enter the following Stipulated Protective Order.
13 The parties acknowledge that this Order does not confer blanket protections on all
14 disclosures or responses to discovery and that the protection it affords from public
15 disclosure and use extends only to the limited information or items that are entitled
16 to confidential treatment under the applicable legal principles.

17 1.2 Good Cause Statement. This action is likely to involve trade secrets,
18 valuable research, design, development, commercial, financial, technical and/or
19 proprietary information for which special protection from public disclosure and
20 from use for any purpose other than prosecution of this action is warranted. Such
21 confidential and proprietary materials and information consist of, among other
22 things, confidential business or financial information, information regarding
23 confidential business practices, or other confidential research, design,
24 development, or commercial information (including information implicating
25 privacy rights of third parties), information otherwise generally unavailable to the
26 public, or which may be privileged or otherwise protected from disclosure under
27 state or federal statutes, court rules, case decisions, common law, or any foreign
28 privacy laws. Accordingly, to expedite the flow of information, to facilitate the

1 prompt resolution of disputes over confidentiality of discovery materials, to
2 adequately protect information the parties are entitled to keep confidential, to
3 ensure that the parties are permitted reasonable necessary uses of such material in
4 preparation for and in the conduct of trial, to address their handling at the end of
5 the litigation, and serve the ends of justice, a protective order for such information
6 is justified in this matter. It is the intent of the parties that information will not be
7 designated as confidential for tactical reasons and that nothing be so designated
8 without a good faith belief that it has been maintained in a confidential, non-public
9 manner, and there is good cause why it should not be part of the public record of
10 this case.

11 1.3 Acknowledgment of Procedure for Filing Under Seal. The parties
12 further acknowledge, as set forth in Section 12.3, below, that this Stipulated
13 Protective Order does not entitle them to file confidential information under seal;
14 Local Rule 79-5 sets forth the procedures that must be followed and the standards
15 that will be applied when a party seeks permission from the court to file material
16 under seal.

17 There is a strong presumption that the public has a right of access to judicial
18 proceedings and records in civil cases. In connection with non-dispositive motions,
19 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
20 *Cnty. of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd*
21 *v. Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v.*
22 *Sony Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective
23 orders require good cause showing), and a specific showing of good cause or
24 compelling reasons with proper evidentiary support and legal justification, must be
25 made with respect to Protected Material that a party seeks to file under seal. The
26 parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL
27 or HIGHLY CONFIDENTIAL does not—without the submission of competent
28 evidence by declaration, establishing that the material sought to be filed under seal

1 qualifies as confidential, privileged, or otherwise protectable—constitute good
2 cause.

3 Further, if a party requests sealing related to a dispositive motion or trial,
4 which does not include discovery or class certification motions, then compelling
5 reasons, not only good cause, for the sealing must be shown, and the relief sought
6 shall be narrowly tailored to serve the specific interest to be protected. *See Pintos v.*
7 *Pac. Creditors Ass’n*, 605 F.3d 665, 677–79 (9th Cir. 2010). For each item or type
8 of information, document, or thing sought to be filed or introduced under seal in
9 connection with a dispositive motion or trial, the party seeking protection must
10 articulate compelling reasons, supported by specific facts and legal justification, for
11 the requested sealing order. Again, competent evidence supporting the application
12 to file documents under seal must be provided by declaration.

13 Any document that is not confidential, privileged, or otherwise protectable in
14 its entirety will not be filed under seal if the confidential portions can be redacted. If
15 documents can be redacted, then a redacted version for public viewing, omitting
16 only the confidential, privileged, or otherwise protectable portions of the document,
17 shall be filed. Any application that seeks to file documents under seal in their
18 entirety should include an explanation of why redaction is not feasible.

19 20 **2. DEFINITIONS**

21 2.1 Action: above captioned case.

22 2.2 Challenging Party: a Party or Non-Party that challenges the
23 designation of information or items under this Order.

24 2.3 “CONFIDENTIAL” Material: For purposes of this Order, information
25 (regardless of how it is generated, stored or maintained) or tangible things
26 considered to be “CONFIDENTIAL” Material include any information that a Party
27 believes in good faith to be confidential or sensitive non-public information,
28 including, but not limited to, trade secrets, research, design, development, financial,

1 technical, marketing, planning, personal, or commercial information, as such terms
2 are used in Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure and any
3 applicable case law interpreting Rule 26(c)(1)(G).

4 2.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as
5 their support staff).

6 2.5 Court: Any federal Court having jurisdiction over any aspect of the
7 within Action, including attorneys, employees, judges, magistrates, secretaries,
8 special masters, stenographic reporters, staff, transcribers and all other personnel
9 necessary to assist the Court in its function, and the jury.

10 2.6 Designating Party: a Party or Non-Party that designates information or
11 items that it produces in disclosures or in responses to discovery as
12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

13 2.7 Disclosure or Discovery Material: all items or information, regardless
14 of the medium or manner in which it is generated, stored, or maintained (including,
15 among other things, testimony, transcripts, and tangible things), that are produced
16 or generated in disclosures or responses to discovery in this matter.

17 2.8 Expert: a person with specialized knowledge or experience in a matter
18 pertinent to the litigation who has been retained by a Party or its counsel to serve as
19 an expert witness or as a consultant in this Action.

20 2.9 Final Disposition: the later of (1) dismissal of all claims and defenses
21 in this Action, with or without prejudice; and (2) final judgment herein after the
22 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of
23 this Action, including the time limits for filing any motions or applications for
24 extension of time pursuant to applicable law.

25 2.10 “HIGHLY CONFIDENTIAL” Material: for purposes of this Order,
26 information (regardless of how it is generated, stored or maintained) or tangible
27 things considered to be “HIGHLY CONFIDENTIAL” Materials includes non-
28 public product design and testing information or extremely sensitive, highly

1 confidential, non-public information, consisting either of trade secrets, proprietary,
2 or other highly confidential business, financial, regulatory, or strategic information
3 (including information regarding business plans, technical data, and non-public
4 designs), the disclosure of which would create a substantial risk of competitive or
5 business injury to the Producing Party. HIGHLY CONFIDENTIAL shall also
6 include materials containing “Personally Identifiable Information.”

7 2.11 In-House Counsel: attorneys who are employees of a party to this
8 Action. In-House Counsel does not include Outside Counsel of Record or any other
9 outside counsel.

10 2.12 Non-Party: any natural person, partnership, corporation, association,
11 or other legal entity not named as a Party to this action.

12 2.13 Outside Counsel of Record: counsel of record for the Parties,
13 including all partners, members, and associate attorneys of such counsel’s law firms
14 who are assisting in the personnel of such counsel who may be assisting counsel of
15 record for the parties in the conduct of the Action, and all clerks, employees,
16 independent contractors, consultants, investigators, paralegals, assistants,
17 secretaries, staff and stenographic, computer, audio-visual and clerical employees
18 and agents thereof when operating under the supervision of such partners or
19 associate attorneys.

20 2.14 Party: any party to this Action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and their
22 support staffs).

23 2.15 Personally Identifiable Information: any information that a party
24 believes in good faith to be subject to federal, state or foreign data protection laws
25 or other privacy obligations. Examples of such data protection laws include but are
26 not limited to The Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 *et seq.* (financial
27 information); The Health Insurance Portability and Accountability Act, 45 CFR Part
28 160 and Subparts A and E of Part 164 (medical information); the General Data

1 Protection Regulation (GDPR): Regulation (EU) 2016/679 of the European
2 Parliament and of the Council of 27 April 2016 on the protection of natural persons
3 with regard to the processing of personal data and on the free movement of such
4 data, and repealing Directive 95/46/EC (General Data Protection Regulation), OJ
5 2016 L 119/1; Personal Information Protection and Electronic Documents Act
6 (PIPEDA), S.C. 2000, c. 5 (Canada personal information); The Federal Law on
7 Protection of Personal Data held by Private Parties (published July 5, 2010)
8 (Mexico personal information); and Act on the Protection of Personal Information
9 (Japan personal information) and Japan's Protection of Personal Information Act
10 (2023). Any party may redact Personally Identifiable Information that it claims, in
11 good faith, requires protections under the terms of this Order. Personally
12 Identifiable Information, however, shall not be redacted from Discovery Material
13 to the extent it directly relates to or identifies an individual named as a party in this
14 Litigation. Personally Identifiable Information of an individual named as a party
15 shall otherwise receive the same protections and treatment afforded to other
16 Protected Material under this Protective Order.

17 2.16 Producing Party: a Party or Non-Party that produces Disclosure or
18 Discovery Material in this Action.

19 2.17 Professional Vendors: persons or entities, and their employees and
20 subcontractors, that provide litigation-support services, including outside copying
21 services, court reporters, stenographers, videotaping services, translating services,
22 services to prepare exhibits or demonstrations, or companies engaged in the
23 business of supporting computerized or electronic litigation discovery or trial
24 preparation, that are retained by a Party or its counsel.

25 2.18 Protected Material: any Disclosure or Discovery Material that is
26 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," or which
27 contains Personally Identifiable Information.
28

1 2.19 Receiving Party: a Party that receives Disclosure or Discovery
2 Material from a Producing Party.

3
4 **3. SCOPE**

5 This Stipulated Protective shall govern for pre-trial purposes the handling of
6 all Disclosure or Discovery Material, including documents, depositions, deposition
7 exhibits, interrogatory responses, responses to requests for admissions, responses to
8 requests for production of documents, and all other discovery obtained pursuant to
9 the Federal Rules of Civil Procedure by or from a Party in connection with the
10 Action.

11 The protections conferred by this Stipulation and Order cover not only
12 Protected Material (as defined above), but also (1) any information copied or
13 extracted from Protected Material; (2) all copies, excerpts, summaries, or
14 compilations of Protected Material that might reveal Protected Material; (3) any
15 testimony, conversations, or presentations by Parties or their Counsel that might
16 reveal Protected Material; and (4) any notes, lists, memoranda, indices,
17 compilations, data analyses, or other information prepared or based on an
18 examination of Protected Material, that quote from or paraphrase Protected Material
19 with such specificity that the Protected Material can be identified shall be accorded
20 the same status of confidentiality as the underlying Protected Material from which
21 they are made, shall be designated with the appropriate confidentiality legend, and
22 shall be subject to all of the terms of this Protective Order.

23 Any use of Protected Material at trial shall be governed by the orders of the
24 trial judge. This Stipulated Protective Order does not govern the use of Protected
25 Material at trial.

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1 **4. TRIAL AND DURATION**

2 The terms of this Stipulated Protective Order apply through Final Disposition
3 of the Action.

4 Once a case proceeds to trial, information that was designated as
5 CONFIDENTIAL or maintained pursuant to this Stipulated Protective Order and
6 used or introduced as an exhibit at trial becomes public and will be presumptively
7 available to all members of the public, including the press, unless compelling
8 reasons supported by specific factual findings to proceed otherwise are made to the
9 trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180–81
10 (distinguishing “good cause” showing for sealing documents produced in discovery
11 from “compelling reasons” standard when merits-related documents are part of
12 court record). Accordingly, for such materials, the terms of this Stipulated
13 Protective Order do not extend beyond the commencement of the trial.

14 Even after Final Disposition of this litigation, the confidentiality obligations
15 imposed by this Stipulated Protective Order shall remain in effect until a
16 Designating Party agrees otherwise in writing or a court order otherwise directs.

17
18 **5. DESIGNATING PROTECTED MATERIAL**

19 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

20 Each Party or Non-Party that designates information or items for protection under
21 this Order must take care to limit any such designation to specific material that
22 qualifies under the appropriate standards. The Designating Party must designate for
23 protection only those parts of material, documents, items, or oral or written
24 communications that qualify so that other portions of the material, documents, items,
25 or communications for which protection is not warranted are not swept unjustifiably
26 within the ambit of this Order.

27 Mass, indiscriminate, or routinized designations are prohibited. Designations
28 that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber the case development process or to impose
2 unnecessary expenses and burdens on other parties) may expose the Designating
3 Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that it
5 designated for protection do not qualify for protection, that Designating Party must
6 promptly notify all other Parties that it is withdrawing the inapplicable designation.

7 5.2 Manner and Timing of Designations. Except as otherwise provided in
8 this Stipulated Protective Order (*see, e.g.*, second paragraph of section 5.2(a)
9 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that
10 qualifies for protection under this Stipulated Protective Order must be clearly so
11 designated before the material is disclosed or produced. Designation in conformity
12 with this Stipulated Protective Order requires:

13 For information in documentary form (e.g., paper or electronic documents, but
14 excluding transcripts of depositions or other pretrial or trial proceedings), that the
15 Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY
16 CONFIDENTIAL" to each page that contains protected material. If only a portion or
17 portions of the material on a page qualifies for protection, the Producing Party also
18 must clearly identify the protected portion(s) (e.g., by making appropriate markings
19 in the margins) to include:

- 20 a. **TIFF Documents.** In the case of documents or other materials (apart
21 from depositions or other pre-trial testimony), designation shall be made
22 by affixing the legend "CONFIDENTIAL" or "HIGHLY
23 CONFIDENTIAL" to all pages in each document containing any
24 Confidential Material or Highly Confidential Material, respectively.
- 25 b. **Native Documents.** With respect to documents or materials containing
26 Covered Information produced in Native Format, the Designating Party
27 shall include the highest level of confidentiality designation in the
28 filename.

1 c. **Non-Written Materials.** Any non-text Covered Information (e.g.,
2 videotape, audio tape, computer disk, etc.) may be designated as such by
3 labeling the outside of such material as “CONFIDENTIAL” or
4 “HIGHLY CONFIDENTIAL.” In the event a Receiving Party generates
5 any “hard copy” transcription or printout from any such designated non-
6 written materials, the person who generates such “hard copy”
7 transcription or printout shall take reasonable steps to maintain the
8 confidentiality of such materials and properly identify and stamp each
9 page of such material as “CONFIDENTIAL” or “HIGHLY
10 CONFIDENTIAL” consistent with the original designation by the
11 Producing Party.

12 With respect to any deposition, confidential treatment may be invoked by
13 designating specific pages and/or lines as “CONFIDENTIAL” or “HIGHLY
14 CONFIDENTIAL” on the record at the deposition, or by serving such designations
15 within 30 days after receipt of the transcript of the deposition in which the
16 designations are made. All deposition transcripts shall be treated as HIGHLY
17 CONFIDENTIAL for 30 days following receipt of the transcript.

18 For information produced in some form other than documentary and for any
19 other tangible items, that the Producing Party affix in a prominent place on the
20 exterior of the container or containers in which the information is stored the
21 “CONFIDENTIAL” legend. If only a portion or portions of the information
22 warrants protection, the Producing Party, to the extent practicable, shall identify the
23 protected portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
25 failure to designate qualified information or items does not, standing alone, waive
26 the Designating Party’s right to secure protection under this Order for such material.
27 Upon timely correction of a designation, the Receiving Party must make reasonable
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1 efforts to assure that the material is treated in accordance with the provisions of this
2 Stipulated Protective Order.

3 5.4 Disclosure Of Protected Material. The failure to designate Protected
4 Material does not constitute a waiver of such claim and may be remedied by prompt
5 supplemental written notice upon discovery of the disclosure, with the effect that
6 such Protected Material will be subject to the protections of this Order. The
7 Receiving Party shall exercise good faith efforts to ensure that copies made of
8 Protected Material produced to it, and copies made by others who obtained such
9 Protected Material directly or indirectly from the Receiving Party, include the
10 appropriate confidentiality legend, to the same extent that the Protected Material
11 has been marked with the appropriate confidentiality legend by the Producing Party.

12 5.5 Materials Prepared Based Upon Protected Material. Any notes, lists,
13 memoranda, indices, compilations, or other materials prepared or based on an
14 examination of Protected Material, that quote from or paraphrase Protected Material
15 with such specificity that the Protected Material can be identified shall be accorded
16 the same status of confidentiality as the underlying Protected Material from which
17 they are made, shall be designated with the appropriate confidentiality legend, and
18 shall be subject to all of the terms of this Protective Order.

19 20 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
22 designation of confidentiality within 60 days of the Producing Party indicating that
23 its production of documents pursuant to the document request in which the pertinent
24 document was produced, is completed .

25 6.2 Challenge. A Party challenging the designation of any material as
26 Confidential or Highly Confidential shall give written notice to the Designating
27 Party. The Receiving Party must make de-designation requests in good faith. Mass,
28 indiscriminate, or routinized requests for de-designation are prohibited. No Party is

1 obliged to challenge the disclosure, or designation thereof, and a failure to do so
2 shall not preclude a subsequent challenge.

3 6.3 Meet and Confer. Upon receipt of the written objection, counsel for
4 the Designating Party shall, within ten (10) business days, provide a written
5 response to the objecting Party explaining the basis and supporting authority for the
6 designation. The Parties shall meet and confer in good faith to attempt to resolve
7 the dispute without resort to Court intervention. The burden of persuasion in any
8 such challenge proceeding shall be on the Designating Party. As part of that
9 process, the Designating Party must assess whether designation of a portion of the
10 material as “Confidential” is a viable alternative to designation of the entire
11 document.

12 6.4 Discovery Motion. If no agreement is reached, the Producing Party
13 shall have thirty (30) days from the date the challenge was made to commence the
14 pre-motion conference outlined in the Hon. Stephanie S. Christensen’s Procedures
15 and Schedules, available at [http://www.cacd.uscourts.gov/judges-schedules-](http://www.cacd.uscourts.gov/judges-schedules-procedures)
16 procedures. If authorized to do so following a pre-motion conference, the Producing
17 Party shall file and serve a motion pursuant to United States District Court Central
18 District of California Local Rule 37-2 seeking an order prohibiting disclosure of the
19 disputed material other than as permitted by this Protective Order. If the Producing
20 Party does not initiate the pre-discovery motion conference process under Local
21 Rule 37-2 within thirty (30) days of a challenge, the subject Confidential Material
22 or Highly Confidential Material designation is effectively withdrawn.

23 6.5 Status of Challenged Designation Pending Judicial Determination.
24 Any document or testimony as to which such a motion challenge is made shall
25 continue to be treated as confidential until the Court renders a decision or the
26 motion is otherwise resolved. In the event the Court rules that the challenged
27 material is not Confidential or Highly Confidential, the Designating Party shall
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1 reproduce copies of all materials so designated without the Confidential or Highly
2 Confidential label at the Designating Party's expense within ten business days.

3 6.6 Frivolous challenges, and those made for an improper purpose (e.g., to
4 harass or impose unnecessary expenses and burdens on other parties) may expose
5 the Challenging Party to sanctions. Unless the Designating Party has waived or
6 withdrawn the confidentiality designation, all parties shall continue to afford the
7 material in question the level of protection to which it is entitled under the
8 Producing Party's designation until the court rules on the challenge.

9
10 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

11 7.1 Basic Principles. A Receiving Party may use Protected Material that is
12 disclosed or produced by another Party or by a Non-Party in connection with this
13 Action only for prosecuting, defending, or attempting to settle this Action. Such
14 Protected Material may be disclosed only to the categories of persons and under the
15 conditions described in this Order. When the Action reaches a Final Disposition, a
16 Receiving Party must comply with the provisions of section 13 below.

17 7.2 Disclosure of CONFIDENTIAL Information or Items.
18 Unless otherwise ordered by the court or permitted in writing by the Designating
19 Party, a Receiving Party may disclose any information or item designated
20 "CONFIDENTIAL" only:

- 21 a. the Parties;
- 22 b. to the Receiving Party's Outside Counsel of Record in this Action,
23 as well as employees of said Outside Counsel of Record to whom it
24 is reasonably necessary to disclose the information for this Action;
- 25 c. to the officers, directors, and employees (including In-House
26 Counsel) of the Receiving Party to whom disclosure is reasonably
27 necessary for this Action;
- 28

- d. to Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- e. to the court and its personnel;
- f. to court reporters and their staff;
- g. to professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- h. to the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
- i. during their depositions, to witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary, provided: (1) the deposing party requests that the witness sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) the witness will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and
- j. to any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

1 7.3 Persons Authorized to Receive “HIGHLY CONFIDENTIAL”
2 Material. Except as specifically provided for in this or subsequent Court orders,
3 “HIGHLY CONFIDENTIAL” Materials or their contents may be disclosed,
4 summarized, described, or otherwise communicated or made available in whole or
5 in part only to the persons identified and conditions set forth in Paragraphs 7.2 (a)-
6 (g) and (i); and (2) who has signed executing Exhibit A as described in herein.

7 Notwithstanding, the foregoing counsel may disclose Highly Confidential
8 Material while on the record in a deposition taken in this Action to a witness
9 provided; (i) counsel in good faith believes the witness has knowledge of the
10 matters contained in the Highly Confidential Material (but only as to the subject
11 matter to which the witness is reasonably believed to have knowledge; and (ii)
12 counsel in good faith deems it necessary for the prosecution or defense of this
13 Action to show the Highly Confidential Information to the witness. The witness shall sign the
14 Exhibit A as described in herein before the material is disclosed. If a dispute arises
15 regarding whether it is necessary for the prosecution or defense of the Action to
16 show Highly Confidential Material to the witness, counsel for the parties present at
17 the deposition shall meet and confer during the deposition in an attempt to resolve
18 the dispute. If the parties are unable to resolve the dispute, the Highly Confidential
19 Material shall not be disclosed to the witness until such time that the Court can
20 resolve the dispute.

21 7.4 Security of Protected Material. Any person in possession of another
22 Party’s Protected Material shall exercise the same care with regard to the storage,
23 custody, or use of Protected Material as they would apply to their own material of
24 the same or comparable sensitivity. Receiving Parties must take reasonable
25 precautions to protect Protected Material from loss, misuse and unauthorized
26 access, disclosure, alteration and destruction, including but not limited to:

- 27 a. Protected Material in electronic format shall be maintained in a
28 secure litigation support site(s) that applies standard industry

1 practices regarding data security, including but not limited to
2 application of access control rights to those persons entitled to
3 access Protected Material under this Order;

4 b. An audit trail of use and access to litigation support site(s) shall be
5 maintained while this Litigation, including any appeals, is pending;

6 c. Any Protected Material downloaded from the litigation support
7 site(s) in electronic format shall be stored only on device(s) (e.g.
8 laptop, tablet, smartphone, thumb drive, portable hard drive) that
9 are password protected and/or encrypted with access limited to
10 persons entitled to access Protected Material under this Order. If the
11 user is unable to password protect and/or encrypt the device, then
12 the Protected Material shall be password protected and/or encrypted
13 at the file level.

14 d. Protected Material in paper format is to be maintained in a secure
15 location with access limited to persons entitled to access Protected
16 Material under this Order; and

17 e. Summaries of Protected Material, including any lists,
18 memorandum, indices or compilations prepared or based on an
19 examination of Protected Material, that quote from or paraphrase
20 Protected Material in a manner that enables it to be identified shall
21 be accorded the same status of confidentiality as the underlying
22 Protected Material.

23 f. If the recipient of Protected Material is shipping data in electronic
24 format, the recipient shall encrypt the data prior to shipping and
25 provide the encryption key in separate correspondence. If hard copy
26 documents are shipped, the Receiving Party will ship the
27 documents using secure packaging tape via Federal Express or UPS
28 and retain a tracking number for the materials. If the Receiving

1 Party learns at any time that the Protected Material has been
2 retrieved or viewed by unauthorized parties during shipment, it will
3 immediately notify the Producing Party and take all reasonable
4 measures to retrieve the improperly disclosed materials.

5 g. Absent notice and permission by the producing Party, the Receiving
6 Party shall not use any application, software, or analytical solution
7 that will transmit, transfer or allow access to any person, entity or
8 organization not authorized to have access to Protected Material
9 under the terms of this Order.

10 h. Absent notice to and permission from the producing Party, any
11 person or entity authorized to have access to Protected Material
12 under the terms of this Order shall not use or employ any
13 application, service, or analytical software that will transfer,
14 transmit, send or allow any external access to Protected Material (in
15 whole or in part) unless such application, service or analytical
16 software is containerized (*i.e.*, does not transmit any Protected
17 Material, including parts or summaries thereof) to any external
18 system or network for the purpose of analysis, use or the generation
19 of text outputs in response to queries, has the ability to track all
20 information in the system (including access), and does not
21 otherwise allow access to information by unauthorized persons. For
22 the avoidance of doubt, this restriction expressly applies to the use
23 of public advanced large language models, “generative” AI tools,
24 and other advanced AI systems, including but not limited to public
25 versions of OpenAI GPT, ChatGPT3/4 *et seq.*, Google Gemini,
26 Meta LLAMA, MidJourney, DALL-E, and Stable Diffusion.

27 ///

28 ///

1 **8. EXCLUSION OF INDIVIDUALS FROM DEPOSITIONS**

2 Counsel shall have the right to exclude any person who is not authorized by
3 this Order to receive documents or information designated as Protected Material
4 from any deposition where testimony regarding Protected Material or the use of
5 Protected Material is likely to arise.

6
7 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
8 **PRODUCED IN OTHER LITIGATION**

9 If a Receiving Party is served with a subpoena or a court order issued in other
10 litigation that compels disclosure of any information or items designated in this
11 Action as Protected Material that Party must:

- 12 a. promptly notify in writing the Designating Party. Such notification shall
13 include a copy of the subpoena or court order;
- 14 b. promptly notify in writing the party who caused the subpoena or order to
15 issue in the other litigation that some or all of the material covered by the
16 subpoena or order is subject to this Protective Order. Such notification
17 shall include a copy of this Stipulated Protective Order; and
- 18 c. cooperate with respect to all reasonable procedures sought to be pursued
19 by the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served with
21 the subpoena or court order shall not produce any information designated in this
22 action as Protected Material before a determination by the court from which the
23 subpoena or order issued, unless the Party has obtained the Designating Party's
24 permission. The Designating Party shall bear the burden and expense of seeking
25 protection in that court of its confidential material and nothing in these provisions
26 should be construed as authorizing or encouraging a Receiving Party in this Action
27 to disobey a lawful directive from another court.

1 **10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED IN THIS LITIGATION**

3 10.1 Application. The terms of this Stipulated Protective Order are
4 applicable to information produced by a Non-Party in this Action and designated as
5 Protected Material. Such information produced by Non-Parties in connection with
6 this litigation is protected by the remedies and relief provided by this Order.
7 Nothing in these provisions should be construed as prohibiting a Non-Party from
8 seeking additional protections.

9 10.2 Notification. In the event that a Party is required, by a valid discovery
10 request, to produce a Non-Party's Protected Material in its possession, and the Party
11 is subject to an agreement with the Non-Party not to produce the Non-Party's
12 Protected Material, then the Party shall:

13 (a) promptly notify in writing the Requesting Party and the Non-
14 Party that some or all of the information requested is subject to a confidentiality
15 agreement with a Non-Party;

16 (b) make the information requested available for inspection by the
17 Non-Party, if requested.

18 10.3 Conditions of Production. If the Non-Party fails to seek a protective
19 order from this court within 14 days of receiving the notice and accompanying
20 information, the Receiving Party may produce the Non-Party's Protected Material
21 responsive to the discovery request. If the Non-Party timely seeks a protective
22 order, the Receiving Party shall not produce any information in its possession or
23 control that is subject to the confidentiality agreement with the Non-Party before a
24 determination by the court. Absent a court order to the contrary, the Non-Party shall
25 bear the burden and expense of seeking protection in this court of its Protected
26 Material.

27 ///

28 ///

11. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise (including breach of the security provisions set forth above), it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

12. **MISCELLANEOUS**

12.1 Right to Further Relief. Nothing in this Stipulated Protective Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Stipulated Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Stipulated Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

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1 **13. FINAL DISPOSITION**

2 After the Final Disposition of this Action, as defined in paragraph 2.8, within
3 60 days of a written request by the Designating Party, each Receiving Party must
4 return all Protected Material to the Producing Party or destroy such material. As
5 used in this subdivision, “all Protected Material” includes all copies, abstracts,
6 compilations, summaries, and any other format reproducing or capturing any of the
7 Protected Material. Whether the Protected Material is returned or destroyed, the
8 Receiving Party must submit a written certification to the Producing Party (and, if
9 not the same person or entity, to the Designating Party) by the 60 day deadline that
10 (1) identifies (by category, where appropriate) all the Protected Material that was
11 returned or destroyed and (2) affirms that the Receiving Party has not retained any
12 copies, abstracts, compilations, summaries or any other format reproducing or
13 capturing any of the Protected Material. Notwithstanding this provision, Counsel is
14 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,
15 and hearing transcripts, legal memoranda, correspondence, deposition and trial
16 exhibits, expert reports, attorney work product, and consultant and expert work
17 product, even if such materials contain Protected Material. Any such archival copies
18 that contain or constitute Protected Material remain subject to this Protective Order
19 as set forth in Section 4.

20
21 **14. PROTECTIVE ORDER REMAINS IN FORCE**

22 This Protective Order shall remain in force and effect until modified,
23 superseded, or terminated. Unless otherwise ordered or agreed upon by the Parties,
24 this Protective Order shall survive the termination of this Action. The Court retains
25 jurisdiction even after termination of this Action to enforce this Protective Order
26 and to make such amendments, modifications, deletions and additions to this
27 Protective Order as the Court may from time to time deem appropriate.
28

1 **15. VIOLATION**

2 Any violation of this Stipulated Protective Order may be punished by any and
3 all appropriate measures including, without limitation, contempt proceedings and/or
4 monetary sanctions.

5
6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

7
8 Dated: November 6, 2024

/s/ S. Martin Keleti

9 S. Martin Keleti (Bar #144208)
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28 *Admitted *Pro Hac Vice*

Attorneys For Plaintiffs

1 Dated: November 6, 2024

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Lisa R. Weddle
David L. Schrader
Evan A. Ormond
Matthew Papkin

5 By /s/ Lisa R. Weddle

Lisa R. Weddle
Attorneys for Defendants
Toyota Motor Sales, U.S.A., Inc. and
Toyota Motor North America, Inc.

9
10 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

11 Dated: November 7, 2024


HON. STEPHANIE S. CHRISTENSEN
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, _____, **[print or type full name]**, of

[print or type full address],
declare under penalty of perjury that I have read in its entirety and understand the
Stipulated Protective Order that was issued by the United States District Court for
the Central District of California on [date] in the case of _____

**[insert formal name of the
case and the number and initials assigned to it by the court]**. I agree to comply
with and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me to sanctions
and punishment in the nature of contempt. I solemnly promise that I will not
disclose in any manner any information or item that is subject to this Stipulated
Protective Order to any person or entity except in strict compliance with the
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____, **[print or
type full name]**, of _____ **[print or
type full address and telephone number]** as my California agent for service of

1 process in connection with this action or any proceedings related to enforcement of
2 this Stipulated Protective Order.

3
4 Dated: _____

5 City and State where sworn and

6 signed: _____

7 Printed name: _____

8
9 Signature: _____